

## CITY OF LYNN

Special City Council Meeting, May 19, 2020  
Council President Darren P. Cyr Presiding

**MEETING WILL BE TELEVISED LIVE ON THE LYNN COMMUNITY TELEVISION (LCTV) GOVERNMENT CHANNEL AND ALSO STREAMED ON THE LCTV'S FACEBOOK PAGE.**

Eleven Councilors Present

Moment of Silence. Council President Cyr asked that the Families of the COVID-19 victims be remembered.

Pledge of Allegiance

### **PUBLIC HEARINGS TO BE SET DOWN**

Petition of Extenet Systems for permission to construct a small cell wireless telecommunications facility to be attached to an existing utility pole located on a public way at the following locations:

451 Chestnut St.	388 Eastern Ave.	53 Wyman St.
31 Graves Ave.	62-64 Lafayette Park	10 Sidney Ave.
184 Allen Ave.	59 Tracy Ave.	
17 Beacon Hill Ave.	22 Livingston St.	
18 Hanover Circle	299 Chatham St.	
88 Loughton St.	189 Western Ave.	
95 Park St.	18-20 Etna Place	
13 Relay St.	65 Kirtland St.	
25 Winthrop St.	9 Heffernan Ave.	
16 Cedar St.	16 Amory St.	
96 New Park St.	11 Grant St.	
40 Norton St.	346 Chatham St.	
51 Orchard St.	27 New Park St.	
30 Witt St.	316 Eastern Ave.	
21-25 Ames St.	21 Trinity Ave.	
293 Curwin Circle	9 Wardwell Place	
98 Myrtle St.	139 Empire St.	
62-64 Raddin Grove	84 Marianna St.	
24 Revere Ave.	13 Essex St.	
55 Walnut Park	68 High Rock St.	

**Motion made by Councilor Starbard and seconded by Councilor Barton to set down for Public Hearings.**

**Motion carried.**

Petition of Comcast to install a new underground conduit to provide service to 38 Andrew Street.

**Motion made by Councilor Starbard and seconded by Councilor Barton to set down for Public Hearings.**

**Motion carried.**

Petition of Comcast to install a new underground conduit to provide service to 34 Munroe Street.

**Motion made by Councilor Starbard and seconded by Councilor Barton to set down for Public Hearings.**

**Motion carried.**

Petition of National Grid for the following:

Install at Silsbee St. approx. 80 feet of PVC conduit to the property of 113 Broad St

Relocate 1 Joint owned Pole at intersection of Rollin Ave & Rollin Terrace.

Install 1 JO Pole at intersection of Houston St & Houston Pl.

Relocate 1 JO Pole at intersection of Geneva Ave & Houston Pl.

Install 1 JO Pole at intersection of Fair Oaks Ave & Kernwood Drive.

Install 2 Sole owned Poles at intersection of Hanson St & Lynnway.

Install a new underground conduit to provide service to 38 Andrew Street.

Install a new underground conduit to provide service to 34 Munroe Street.

**Motion made by Councilor Starbard and seconded by Councilor Barton to set down for Public Hearings.**

**Motion carried.**

## **COMMITTEE REPORTS:**

**Report of the May 19, 2020 Committee on Utilities recommending the following to be accepted:**

ID: 539-165-541

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Lynn City Council -- Subcommittee Meeting and Council Meetings

Tue, May 19, 2020 5:00 PM - 7:00 PM (EDT)

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## **TO BE SET DOWN FOR PUBLIC HEARINGS:**

Petition of Extenet Systems for permission to construct a small cell wireless telecommunications facility to be attached to an existing utility pole located on a public way at the following locations:

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31 Graves Ave.

62-64 Lafayette Park

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21 Trinity Ave.  
9 Wardwell Place  
139 Empire St.  
84 Marianna St.  
13 Essex St.  
68 High Rock St.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to  
TABLE 293 Curwin Circle.**

**Motion carried.**

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set  
down the remaining for Public Hearings.**

**Motion carried.**

Petition of National Grid at Silsbee St. to install approximately 80 feet of PVC conduit to the  
property of 113 Broad St.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for  
Public Hearing.**

**Motion carried.**

Petition of National Grid to relocate 1 JO Pole at intersection of Rollin Ave & Rollin Terrace.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for  
Public Hearing.**

**Motion carried.**

Petition of National Grid to install 1 JO Pole at intersection of Houston St & Houston Pl.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for  
Public Hearing.**

**Motion carried.**

Petition of National Grid to relocate 1 JO Pole at intersection of Geneva Ave & Houston Pl.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for  
Public Hearing.**

**Motion carried.**

Petition of National Grid to install 1 JO Pole at intersection of Fair Oaks Ave & Kernwood  
Drive.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for Public Hearing.**

**Motion carried.**

Petition of National Grid to install 2 SO Poles at intersection of Hanson St & Lynnway.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for Public Hearing.**

**Motion carried.**

Petition of Comcast to install a new underground conduit to provide service to 38 Andrew Street.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for Public Hearing.**

**Motion carried.**

Petition of Comcast to install a new underground conduit to provide service to 34 Munroe Street.

**Motion made by Councilor Walsh and seconded by Councilor Chakoutis to set down for Public Hearing.**

**Motion carried.**

## **Discussion re: Access Agreement – City of Lynn / ExteNet**

### **ACCESS AGREEMENT**

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between ExteNet Systems, Inc., a Delaware corporation, with its principal office located at: 3030 Warrenville Rd., Ste 340, Lisle, Illinois 60532 ("ExteNet"), and TI-IF York Development, L.P (the "Owner"), which owns the land (the "Land") and building(s) (the "Building") located at 2801 E. Market St., York, PA. 17402 County of York, Commonwealth of Pennsylvania, and having Parcel Number 46000JJ00060000000 (together, the "Property"),

**1. UNDERGROUND CONSTRUCTION AUTHORIZATION.** ExteNet has placed communications antennae and related equipment upon a wood utility pole depicted as York-00012 of the attached Exhibit A and requires ingress and egress for access and utilities to and from the York-0012 pole to the pole identified as the "MetEd pole 30218-23786 or its respective replacement pole for the purpose of placing fiber, cable, utility and other lines necessary for the operation of ExteNet's wireless communication services. Owner hereby grants to ExteNet a non-exclusive easement and license to install, construct, replace, maintain, repair, operate, and remove, at ExteNet's sole option and expense, certain underground wires, cables, conduit in the area between the poles and other appurtenant fixtures and equipment (the "Facilities"), over, under, across and along the Property as depicted in Exhibit A, and as may be necessary or useful in distributing ExteNet's communications services (the "Services"). While there is no intention for ExteNet to disrupt the asphalt parking lot, any damage to the asphalt surface of the parking lot caused by ExteNet, will be properly repaired by ExteNet using only hot asphalt. Cold patch shall not be permitted. ExteNet. Owner shall provide ExteNet with access to the Property at all times for the foregoing purposes.

**2. OWNER TO APPROVE PLANS.** Owner acknowledges and approves ExteNet's placement of the Facilities over under and through the Property as depicted in Exhibit A. As to any material modifications or changes to the Facilities in the future, ExteNet shall prepare and

deliver to Owner plans and specifications prior to any construction or material modification (the "Plans") of the Facilities. No work for any material modifications or changes to the Property except as identified in Exhibit A, shall commence until Owner has approved Plans, which approval will not be unreasonably withheld, conditioned, or delayed. Upon approval of the Plans or as it relates to the placement of the Facilities identified in Exhibit A attached hereto, such construction shall be performed in a manner consistent with generally accepted construction standards. ExteNet shall coordinate with Owner's property manager and shall follow Owner's rules and regulations in connection with the installation of the Facilities, provided that; (i) such rules and regulations do not materially alter the Services provided by ExteNet; and (ii) do not alter ExteNet's rights and obligations hereunder.

**3. RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** ExteNet and/or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone, gas and sewer lines) that are located in areas in which ExteNet intends to install the Facilities. ExteNet shall be responsible for any damage to public utility lines that are located along the routes or in the location in which ExteNet installs its Facilities that were clearly and accurately located and marked, to the extent such damage arises from the installation activities of ExteNet. It is understood that the Property Owner has not and will not consent to ExteNet cutting or damaging any public utility lines whether such lines are clearly and accurately located and marked or not.

**4. RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** ExteNet acknowledges and agrees that Property Owner may have private underground lines. ExteNet is required to use its best efforts to verify and clearly mark, to the best of its knowledge, using a qualified contractor approved by Owner, which costs for said contractor shall be paid for by ExteNet, any and all buried, private lines, including, but not limited to, irrigation lines, irrigation heads, drains, cables, pipes and wires (collectively "Private Lines"). After all aforesaid locating and marking has been performed by Property Owner, ExteNet shall thereafter be responsible for any damage to any cut or damaged Private Lines whether located and marked or not that are located along the routes or in the location in which ExteNet installs

Facilities to the extent caused by ExteNet's installation of its Facilities, and shall repair the same immediately.

**5. RESPONSIBILITY FOR FACILITIES.** ExteNet shall comply with all applicable laws. ExteNet shall keep the Facilities in good order and repair and shall promptly repair any damage caused by ExteNet, other than ordinary wear and tear. The Facilities shall belong to ExteNet, shall be there at the sole risk of ExteNet and Owner shall not be liable for damage thereto or loss thereof, except in the event of Owner's negligence or willful misconduct. ExteNet shall be responsible for, and shall also indemnify, hold harmless and defend Owner against, the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under ExteNet. Prior to installation of the Facilities, and thereafter upon Owner's request at the renewal of required policies, ExteNet shall provide a certificate of insurance to Owner, naming Owner as an additional insured.

**6. REMOVAL OF FACILITIES.** At the expiration or earlier termination of this Agreement, ExteNet shall not be required to remove any of the Facilities located underground, and to the extent that ExteNet does remove any of its Facilities, ExteNet shall repair all damage caused by such removal. Any property not so removed within ninety (90) days after the expiration of this Agreement shall become the property of the Owner.

**7. TERM.** This Agreement shall have an initial term of ten (10) years (the "Initial Term"), commencing on the date set forth above. This Agreement shall automatically renew for two (2) successive periods of five (5) years each (the "Renewal Terms"), unless ExteNet shall provide the Owner with at least ninety (90) days' notice of its intention not to renew at the end of the then-current term ( the "Initial Term" and the "Renewal Terms" are collectively referred to as the "Term" ).

**8. TERMINATION OF AGREEMENT.** Either party may, upon at least one hundred twenty (120) days prior written notice to the other, terminate this Agreement at any time without liability to the other, except with respect to liabilities that have accrued through the date of termination, provided ExteNet is not providing Services.

**9. RELOCATION.** In the event Owner requests ExteNet relocate the Facilities, ExteNet shall relocate the Facilities to a new comparable location, mutually agreeable to Owner and ExteNet, at the sole expense of Owner, within thirty (30) days of receiving such request, so long as such relocation is feasible and does not interfere with the Services provided by ExteNet or increase the cost to ExteNet of providing the Services. Owner shall allow ExteNet to perform a standard cutover procedure, if required by said relocation, which will ensure that the relocated Facilities is operational prior to discontinuing service from the original service location. Once the Facilities are relocated and operational, Owner and ExteNet shall amend the Plans (Exhibit A of this Agreement) to reflect the new location of the Facilities.

**10. DEFAULT.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default. The defaulting party shall have thirty (30) days to cure the default, unless such default is of a nature that it cannot be completely cured within thirty (30) days, if a cure is not commenced within such time and thereafter diligently pursued to completion, the non-defaulting party may terminate this Agreement and may pursue all other remedies available to it at law and/or equity.

**11. INDEMNIFICATION/HOLD HARMLESS.** ExteNet shall indemnify, hold harmless and defend Owner, partners, officers, directors, tenants, agents and employees from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees, arising from or out of installation, operation, maintenance, or removal by ExteNet of the Facilities, except to the extent caused by the negligence or willful misconduct of Owner, its employees, agents or contractors. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY

FOR ANY LOST PROFITS, SPECIAL INCIDENTAL, PUNITIVE, EXEMPLARY OR  
CONSEQUENTIAL DAMAGE.

12. INSURANCE. Prior to commencing the Work, ExteNet shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of this Agreement insurance coverage required by this Agreement. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Owner as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state where the project is located.

This insurance will provide a defense and indemnify the Owner, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf.

Proof of this insurance shall be provided to the Owner before the Work commences, as set forth below. To the extent that ExteNet subcontracts with any other entity or individual to perform all or part of the Work, ExteNet shall require the Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by ExteNet of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Owner, ExteNet or the Subcontractor will, upon demand by the Owner, defend and indemnify the Owner at ExteNet's or Subcontractor's expense.

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000

General

Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance

\$1,000,000 Each Accident

\$1,000,000 Each Employee for Injury by Disease

\$1,000,000 Aggregate for Injury by Disease

Excess or Umbrella Liability

\$1,000,000 occurrence/aggregate (extending over GL, Auto, Employers Liability limits listed above)

Professional Liability

\$1,000,000 occurrence/aggregate

Crime

\$1,000,000 Including "Client Property" coverage

The Owner, TKG Management, Inc. and Western Skies Management, Inc. along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on ExteNet's and any Subcontractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. ExteNet shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work.



ExteNet's professional liability shall cover all services performed for Owner and include Owner as indemnified Party.

Crime coverage shall include "client property" coverage for loss or damage to money, securities and other property sustained by Owner resulting directly from theft committed by Contractor's employee, acting alone or in collusion with other persons,

It is expressly understood by the parties to this Contract that it is the intent of the Parties that any insurance obtained by the Owner is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by ExteNet, the Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Owner, and this clause shall apply to the Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work, ExteNet shall submit a Certificate of Insurance in favor of Owner. The Certificate shall provide for thirty (30) days' notice to Owner for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Owner upon request.

13. SAFETY. The Owner makes no representation with respect to the physical conditions or safety of the Property. The Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Contractor and Contractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Owner during the progress of the Work. Contractor shall indemnify, defend and hold harmless Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Contractor's failure to comply with the aforesaid laws, regulations and codes.

14. NOTICES. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Owner: THF Harrisonburg Crossing, L.L.C.  
211 N. Stadium Blvd. Suite 201  
Columbia, MO. 65203  
Attn.: Legal Department

If to ExteNet:

ExteNet Systems, Inc.  
Attention: Chief Financial Officer  
3030 Warrenton Rd.  
Ste. 340

Lisle, IL 60532

With a copy to (same address):

Attention: General Counsel

And a copy emailed to: [NOTICE@extenetsystems.com](mailto:NOTICE@extenetsystems.com)

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

**16. AUTHORITY.** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

**17. BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**18. VENUE.** This Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located.

WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER:  
THF York Development, L.P.

By: \_\_\_\_\_  
Otto Maly  
President

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared \_\_\_\_\_ of York Development, L.P., to me known to be the person described in and who executed as such

\_\_\_\_\_ the foregoing instrument on behalf of said entity, and duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written. \_\_\_\_\_

Notary Public in and for said County and \_\_\_\_\_

State Print Name:

My Commission Expires:

[SEAL]

EXTENET:  
ExteNet Systems, Inc.

By: \_\_\_\_\_

Name: Richard Coyle

Title: Executive Vice President & COO

Dated:

STATE OF ILLINOIS    )) ss.  
COUNTY OF DUPAGE        )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared Richard Coyle, Executive Vice President and COO of ExteNet Systems, Inc., to me known to be the person described in and who executed as such Executive Vice President and COO the foregoing instrument on behalf of said entity, and duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public in and for said County and

State Print Name: \_\_\_\_\_

My Commission Expires:

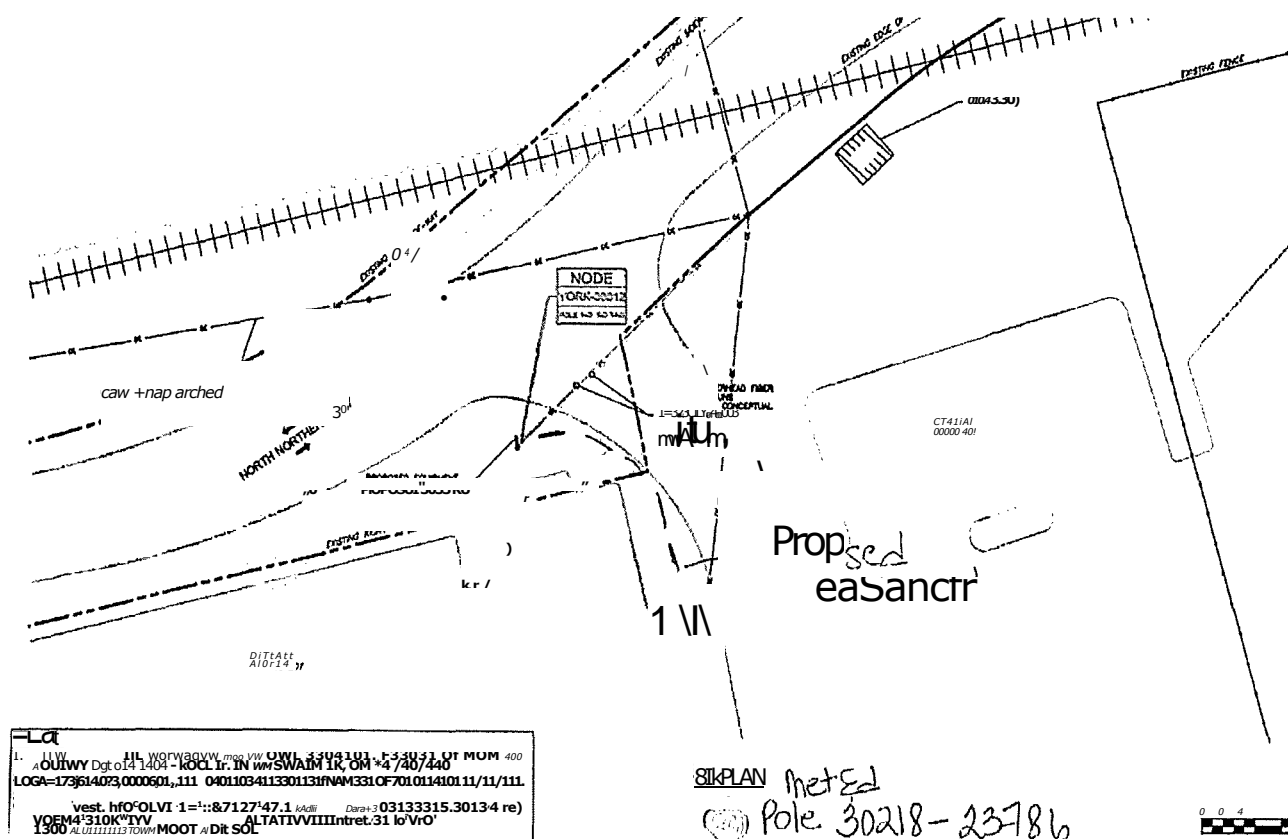
\_\_\_\_\_

[SEAL]

\_\_\_\_\_

EXHIBIT "A"

The Plans



**Motion made by Councilor Lozzi and seconded by Councilor Chakoutis to grant.  
Motion carried.  
REPORT ACCEPTED.**

**Report of the May 19, 2020 Committee on Licensing recommending the following to be accepted:**

ID: 539-165-541

start

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Lynn City Council -- Subcommittee Meeting and Council Meetings

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**Motion made by Councilor Hogan and seconded by Councilor Walsh to table  
407 Essex Street, Melo Tire and Auto Service.**

**Motion carried.**

**THE FOLLOIWNNG LICENSES WERE APPROVED:**

**AUTO BODY/AUTO REPAIR/FLAMMABLE – RENEWAL**

15 Alley St., Crystal-Diamond Auto Body

17 Alley St., Italmondo Auto Foreign

17C Alley St., Alley Auto Body & Repair, Inc.

18B Alley St., Carribean Auto Body & Repair

19 Alley St., Spina's Auto Body

35B Alley St., K & J Auto Body Inc.

178 Alley St., Collision Auto Craft & Repair

22 Bennett St., VIP Works Auto Center

26 Bennett St., R.E.M. Auto Body

46 Bennett St., Tatiana's Auto Body

10 Camden St. Thibedeau Auto Body

16 Chestnut St., Ed & Vin's Garage of Lynn, Inc.

220 Chestnut St., Auto Body Rebuilders

165 Commercial St., Igor Auto Body Inc.

9 Green St., Legere Auto Body

88-92 Harbor St., Urban Auto Body  
 443 Lynnway, Toro's Auto Center  
 475R Lynnway, Barrera and Son's Auto Body and Repair  
 154 South St., Saugus Auto Craft  
 880-882 Western Ave., Western Ave. Auto Body  
 1071 Western Ave., City Line Auto Body  
 1075R Western Ave., Guate Auto Body & Repair, Inc.

**AUTO REPAIR/FLAMMABLE – RENEWAL**

17A Alley St., ARM Garage  
 36-38 Alley St., McGinn Bus  
 182 Alley St., TG's Taxi  
 182 Alley St., Transmission Reis  
 50 Bennett St., Landry Automotive  
 60 Bennett St., Bennett Street Tire  
 68 Bennett St., Car Works Plus  
 87 Bennett St., West Lynn Auto Service  
 3 Camden St., Abdiel Auto Repair  
 100A Central Ave., JB Automotive Center  
 101 Central Ave., Los V Tires Corp.  
 326 Chatham St., Automotive Service  
 106R Chestnut St., Los V Tires #1  
 161 Chestnut St., Chutzpah Royale, LLC  
 503R Chestnut St., A.J.'s Auto Service  
 66 Commercial St., J & R Auto Repair  
 131 Commercial St., North Shore Car Rental  
 180 Commercial St., Miracle Auto Werks  
 99R Cottage St., Mark A. King Corp.  
 307 Eastern Ave., Top Shop  
 12A Ellis St., Mora Auto Repair  
 287 Essex St., Essex Auto Repair  
 407 Essex St., Melo Tire and Auto Service-----**TABLED**  
 10 Heath's Ct., #1, RC Auto Service  
 10 Heath's Ct., #6, Ultimate Performance Marine LLC  
 10 Heath's Ct., #8, 781 Autowerks  
 349 Lynnway, Morgan's Garage  
 453 Lynnway, George's Expert Auto & Marine  
 555 Lynnway, Midas Auto Service Expert  
 637 Lynnway, Sullivan Tire  
 9 Minot St., West Auto Sports & Tire  
 76 Oakville St., Mennino Construction Co.  
 35 Suffolk St., City Transportation  
 375 Summer St., P & P Peru Tires  
 471 Western Ave., Luxury Auto Service  
 800 Western Ave., Valvoline Instant Oil

860 Western Ave., Sonny Auto Repair  
 1069A Western Ave., Mel's Tire & Auto Service  
 1071 Western Ave, Keny's Auto Repair  
 1147 Western Ave., Stoneham Boat Center  
 1117R Western Ave., MA Recover Bureau-Ma Towing & Repair  
 105 Willow St., Josue Auto Mechanic Inc.

**FLAMMABLE LICENSE – RENEWAL**

77 Alley St., American By Products  
 6 Bennett St., L-A-C Steel & Fabrication  
 22 Bennett St., Perrotti's Welding and Fabrication  
 20-24 Boston St., Lynn Ladder & Scaffolding Co. Inc.  
 300 Broad St., NSCC  
 134 Broadway Catholic Cemetery Assoc.  
 41 Carolyn Rd., Petrucci Construction Co. Inc.  
 668 Chestnut St., Cumberland Farms, Inc.  
 2 Circle Ave., Lynn Water Sewer Commission  
 21 City Hall Sq., Verizon New England  
 247 Commercial St., Covante 4 Recovery  
 653 Eastern Ave., Globel Montello Group #2214  
 10 Heath's Ct., Unit. #11 Northeast Oil Delivery Inc.  
 32 Homesite St., National Grid  
 122 Liberty St., Speedway LLC #2502  
 282 Lynnway, UHaul Company of Boston  
 453 Lynnway, EZ Landscaping  
 453 Lynnway Rear, Healey Bus Inc.  
 525 Lynnway, Gulf Express  
 580 Lynnway, Solomon Metals Corp.  
 637 Lynnway, Auto Zone  
 700 Lynnway, Sonny's Car Wash  
 780 Lynnway, Walmart Store #2139  
 88 Marion St., Demakis Enterprises, Inc.  
 195 Market St., Eastern Bank  
 390 Parkland Ave., Lynn Water & Sewer Commission  
 400 Parkland Ave., Lynn Water & Sewer Commission  
 0 Raddin St., Walsh's Oil Company  
 5 Stetson St., Atlantic Ambulance  
 638 Summer St., C.L. Hawthaway  
 650 Summer St., C.L. Hawthaway  
 659 Summer St., C.L. Hawthaway  
 766 Summer St., Booma Oil, Inc.  
 325 Walnut St., Lynn Water & Sewer Commission  
 12 Washington St., J & S Transport Co., Inc.  
 37 Waterhill St., Demakes Enterprises, Inc.  
 570 Western Ave., Convenience Station



625 Western Ave., Petroil Market  
 1000 Western Ave., General Electric Aviation  
 1069 Western Ave., Fisher Auto Parts

**OTHER BUSINESS**  
**REPORT ACCEPTED.**

**Report of the May 19, 2020 Committee on Public Property and Parks**  
**recommending the following to be accepted:**

Discussion re: City-owned property at 342 and 344 Parkland Avenue.  
 Ordered that the Law Department prepare and cause to be advertised a Request for Proposals for the city-owned property at 342 Parkland Avenue and 344 Parkland Avenue.

***Motion made by Councilor Walsh and seconded by Councilor Field to grant.***  
***Motion carried.***

Discussion re: City of Lynn Senior Center  
 Attorney Lamanna stated that the RFP went out and the city received not bids. He said the bids were due in the middle of COVID-19, and that the Senior Center has been closed since mid-March. Council on Aging has not had a meeting since the bid date.

**Motion made by Councilor Colucci and seconded by Councilor Field to TABLE.**  
**Motion carried.**

Discussion re: Abandonment / Carroll Street

**Motion made by Councilor Colucci and seconded by Councilor Field to grant and forward to the Planning Board for a vote, then back to the City Council for approval.**

**Motion carried.**

**REPORT ACCEPTED.**

**Report of the May 19, 2020 Committee on Ways and Means recommending the following to be accepted:**

Ordered that the City Comptroller be and is hereby authorized to take the following action:

Transfer the sum of SIX HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (623,500.00)

From the Account of <u>98035-7825</u>	Reserve for Raises-Exp	623,500.00
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To the Account of	<u>11124-1000</u>	Council-PR	2,131.99
To the Account of	<u>11224-1000</u>	Sec/Clerk-PR	6,110.31
To the Account of	<u>11254-1000</u>	CFO-PR	5,513.35
To the Account of	<u>11304-1000</u>	Comptroller-PR	6,150.08
To the Account of	<u>11404-1000</u>	Treasurer-PR	5,421.07
To the Account of	<u>11454-1000</u>	Collector-PR	1,800.99
To the Account of	<u>11504-1000</u>	Assessor-PR	9,313.88
To the Account of	<u>11604-1000</u>	City Clerk-PR	7,827.69
To the Account of	<u>11704-1000</u>	Purchasing-PR	4,368.98
To the Account of	<u>11724-1000</u>	IT-PR	3,676.00
To the Account of	<u>11904-1000</u>	Personnel-PR	4,098.32
To the Account of	<u>11914-1000</u>	Law-PR	12,135.40
To the Account of	<u>11934-1000</u>	ISD-PR	26,596.12
To the Account of	<u>22104-1000</u>	LPD-PR	4,440.26
To the Account of	<u>22404-1000</u>	Fire-PR	473,343.53
To the Account of	<u>43904-1000</u>	Care of Dogs-PR	1,094.00
To the Account of	<u>43924-1000</u>	Parking-PR	3,838.63
To the Account of	<u>44004-1000</u>	DPW-PR	20,762.75
To the Account of	<u>65824-1000</u>	Vets-PR	4,264.82
To the Account of	<u>76104-1000</u>	Library-PR	20,611.82
To fund negotiated Labor agreement between City of Lynn and Lynn Fire, Library Association, 261 and 3147 respectively.			

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to a financial order in the amount of SIX HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (623,500.00)**

From the Account of	<u>98035-7825</u>	Reserve for Raises-Exp	623,500.00
To the Account of	<u>11124-1000</u>	Council-PR	2,131.99
To the Account of	<u>11224-1000</u>	Sec/Clerk-PR	6,110.31
To the Account of	<u>11254-1000</u>	CFO-PR	5,513.35
To the Account of	<u>11304-1000</u>	Comptroller-PR	6,150.08
To the Account of	<u>11404-1000</u>	Treasurer-PR	5,421.07
To the Account of	<u>11454-1000</u>	Collector-PR	1,800.99
To the Account of	<u>11504-1000</u>	Assessor-PR	9,313.88
To the Account of	<u>11604-1000</u>	City Clerk-PR	7,827.69
To the Account of	<u>11704-1000</u>	Purchasing-PR	4,368.98
To the Account of	<u>11724-1000</u>	IT-PR	3,676.00
To the Account of	<u>11904-1000</u>	Personnel-PR	4,098.32
To the Account of	<u>11914-1000</u>	Law-PR	12,135.40
To the Account of	<u>11934-1000</u>	ISD-PR	26,596.12
To the Account of	<u>22104-1000</u>	LPD-PR	4,440.26

To the Account of	<u>22404-1000</u>	Fire-PR	473,343.53
To the Account of	<u>43904-1000</u>	Care of Dogs-PR	1,094.00
To the Account of	<u>43924-1000</u>	Parking-PR	3,838.63
To the Account of	<u>44004-1000</u>	DPW-PR	20,762.75
To the Account of	<u>65824-1000</u>	Vets-PR	4,264.82
To the Account of	<u>76104-1000</u>	Library-PR	20,611.82

To fund negotiated Labor agreement between City of Lynn and Lynn Fire, Library Association, 261 and 3147 respectively.

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

Emergency Preamble was adopted by the following ye and nay vote:

11 YES 0 NO

Emergency Order was then adopted by the following ye and nay vote:

11 YES 0 NO

Transfer the sum of ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (100,000.00)

From the Account of 98035-7800 Reserve-Exp 100,000.00

To the Account of 11935-5307 ISD-EXP 100,000.00

To fund outside inspections due to COVID-19 requirements.

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to a financial order in the amount of ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (100,000.00)**

From the Account of 98035-7800 Reserve-Exp 100,000.00

To the Account of 11935-5307 ISD-EXP 100,000.00

To fund outside inspections due to COVID-19 requirements.

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

Emergency Preamble was adopted by the following ye and nay vote:

11 YES 0 NO

Emergency Order was then adopted by the following ye and nay vote:

11 YES 0 NO

Transfer the sum of TEN THOUSAND DOLLARS AND ZERO CENTS (10,000.00)

From the Account of 98035-7800 Reserve-Exp 10,000.00

To the Account of 44045-2409D DPW-EXP 10,000.00

To fund misc auto repairs for various departments for the remainder of FY.

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to a financial order in the amount of TEN THOUSAND DOLLARS AND ZERO CENTS (10,000.00)**

**From the Account of 98035-7800 Reserve-Exp 10,000.00**

**To the Account of 44045-2409D DPW-EXP 10,000.00**

**To fund misc auto repairs for various departments for the remainder of FY.**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following ye and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following ye and nay vote:**

**11 YES 0 NO**

**Transfer the sum of FOUR THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND THIRTY FIVE CENTS (\$4,153.35)**

**From the Account of 65825-7700 VETS-EXP 4,153.35**

**To the Account of 98025-6582 PY-VETS 4,153.35**

**Unexpected prior year bills**

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to a financial order in the amount of FOUR THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND THIRTY FIVE CENTS (\$4,153.35)**

**From the Account of 65825-7700 VETS-EXP 4,153.35**

**To the Account of 98025-6582 PY-VETS 4,153.35**

**Unexpected prior year bills**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following ye and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following ye and nay vote:**

**11 YES 0 NO**

**Certify as an "Available Fund" the amount of ONE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED THREE DOLLARS AND ZERO CENTS (149,703.00) as allotted to the City of Lynn via a supplemental Budget Increase by Transportation Bond Bill Chapter 90 for FY20. Emergency Preamble in order for DPW to start spending this funding.**

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to a financial order certifying as Available funds in the amount of ONE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED THREE DOLLARS AND ZERO CENTS (149,703.00) as allotted to the City of Lynn via a supplemental Budget Increase by Transportation Bond Bill Chapter 90 for FY20. Emergency Preamble in order for DPW to start spending this funding.**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following yea and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following yea and nay vote:**

**11 YES 0 NO**

Certify as an "Available Fund" the amount of SIX THOUSAND DOLLARS AND ZERO CENTS (\$6,000.00) as allotted to the City of Lynn Police Department by the Executive Office of Public Safety and Security (EPS) for the FFY2020 Targeted Enforcement for Pedestrian & Bicyclist Grant. Grant Period is 06/01/20-09/15/20

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to a financial order certifying as Available funds in the amount of SIX THOUSAND DOLLARS AND ZERO CENTS (\$6,000.00) as allotted to the City of Lynn Police Department by the Executive Office of Public Safety and Security (EPS) for the FFY2020 Targeted Enforcement for Pedestrian & Bicyclist Grant. Grant Period is 06/01/20-09/15/20**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following yea and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following yea and nay vote:**

**11 YES 0 NO**

Ordered that pursuant to Massachusetts General Laws, Chapter 44, Section 53A, the City of Lynn hereby accepts a gift from G&J Towing of a 20-foot box trailer to be used by the City of Lynn Fire Department to store outdoor training equipment.

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to An Order that pursuant to Massachusetts General Laws, Chapter 44, Section 53A, the City of Lynn hereby accepts a gift from G&J Towing of a 20-foot box trailer to be used by the City of Lynn Fire**

Department to store outdoor training equipment.

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following yea and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following yea and nay vote:**

**11 YES 0 NO**

Ordered that the City of Lynn hereby amends its acceptance of Massachusetts General Laws Chapter 59, Section 5, Clause 54, exempting from personal property accounts from taxation if the personal property is less than five thousand (\$5,000.00) dollars.

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to An Order that the City of Lynn hereby amends its acceptance of Massachusetts General Laws Chapter 59, Section 5, Clause 54, exempting from personal property accounts from taxation if the personal property is less than five thousand (\$5,000.00) dollars.**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following yea and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following yea and nay vote:**

**11 YES 0 NO**

Ordered that the City of Lynn hereby accepts the provisions of Massachusetts General Laws, Chapter 33, Section 59 as codified in Chapter 218 of the acts of 2018 ("The Brave Act").

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to An Order that the City of Lynn hereby accepts the provisions of Massachusetts General Laws, Chapter 33, Section 59 as codified in Chapter 218 of the acts of 2018 ("The Brave Act").**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following yea and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following yea and nay vote:**

**11 YES 0 NO**

Ordered that pursuant to the MGL Chapter 44, the City of Lynn hereby accepts a gift

from the Massachusetts Attorney General's Office and the National Criminal Justice Center of Fox Valley Technical College of thirty-two (32) MacBook Pro laptops for use by the Lynn Public Schools and its students.

**Councilor Barton attached the following Emergency Preamble:**

**WHEREAS, A Special Emergency exists involving the peace, health and safety of the people or their property in the City of Lynn.**

**WHEREAS, An Emergency relative to An Order that pursuant to the MGL Chapter 44, the City of Lynn hereby accepts a gift from the Massachusetts Attorney General's Office and the National Criminal Justice Center of Fox Valley Technical College of thirty-two (32) MacBook Pro laptops for use by the Lynn Public Schools and its students.**

**THEREFORE BE IT VOTED BY THE LYNN CITY COUNCIL THAT THE FOREGOING CONSTITUTES AN EMERGENCY.**

**Emergency Preamble was adopted by the following ye and nay vote:**

**11 YES 0 NO**

**Emergency Order was then adopted by the following ye and nay vote:**

**11 YES 0 NO**

**REPORT ACCEPTED.**

**Motion made by Councilor Colucci and seconded by Councilor Barton to adjourn.**

**Notice of this meeting was posted in the City Clerk's Office at least forty-eight (48) hours in advance.**

**A True Copy Attest:**

**CITY CLERK**